

# **EXHIBIT E**

**WCBensley**

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**From:** Ventresca, Samuel M. <SVentresca@BlankRome.com>  
**Sent:** Friday, March 26, 2021 8:22 PM  
**To:** WCBensley  
**Cc:** Flanders, Craig; Iannucci, Michael  
**Subject:** Okulski v. Carvana, LLC, No. 20-1328

Bill,

During our trial preparation, we located some additional documents that we may use as exhibits and which we are producing to you in accordance with our duty to supplement. We have shared those documents with you via Proofpoint Secure Share. You should have received an email from Proofpoint about this. Please let us know if you have any issues accessing the link.

Thank you,  
Sam

**Samuel M. Ventresca** | BLANKROME

One Logan Square | 130 North 18th Street | Philadelphia, PA 19103

O: 215.569.5625 | M: 215.495.9864 | F: 215.689.3866 | Email: [SVentresca@BlankRome.com](mailto:SVentresca@BlankRome.com)

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STATE OF GEORGIA  
DEPARTMENT OF MOTOR  
VEHICLE SAFETY

- NOTICE: A. This form can only be used by licensed motor vehicle dealers. Individual or non-licensed dealers cannot use this form.  
B. Any alteration or erasure voids this document.

2232932

Federal and State laws require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Vehicle Identification Number (VIN)	Year	Make	Model	Body Type
3N1CN7AP6HL849750	2017	Nissan	Versa	Sedan

REASSIGNMENT 1 BY DEALER ONLY	The undersigned dealer hereby certifies that the vehicle described in this document has been transferred to the following printed name and address: Andrew J Okulski 8630 Midland Ave Philadelphia PA 19136		DATE OF SALE 7/16/19
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: 5362 [ ] 1. The mileage stated is in excess of its mechanical limits. [ ] 2. The odometer reading is not the actual mileage. <b>WARNING-ODOMETER DESCREPANCY</b>		
	Signature(s) of Seller(s) <i>[Signature]</i> Dealer No. 1101591939		
	Printed Name(s) Carvana, LLC / <i>[Signature]</i> Address 63 Pierce Rd Winder GA 30680 Dealership Name and Individual Signing for Dealer		
	I am aware of the above odometer certification made by the seller(s): Signature(s) of Buyer(s) <i>[Signature]</i> Dealer No. Printed Name(s) of Buyer(s) Andrew J Okulski		
REASSIGNMENT 2 BY DEALER ONLY	The undersigned dealer hereby certifies that the vehicle described in this document has been transferred to the following printed name and address:		DATE OF SALE
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: [ ] 1. The mileage stated is in excess of its mechanical limits. [ ] 2. The odometer reading is not the actual mileage. <b>WARNING-ODOMETER DESCREPANCY</b>		
	Signature(s) of Seller(s) Dealer No.		
	Printed Name(s) Address Dealership Name and Individual Signing for Dealer		
	I am aware of the above odometer certification made by the seller(s): Signature(s) of Buyer(s) Dealer No. Printed Name(s) of Buyer(s)		
REASSIGNMENT 3 BY DEALER ONLY	The undersigned dealer hereby certifies that the vehicle described in this document has been transferred to the following printed name and address:		DATE OF SALE
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: [ ] 1. The mileage stated is in excess of its mechanical limits. [ ] 2. The odometer reading is not the actual mileage. <b>WARNING-ODOMETER DESCREPANCY</b>		
	Signature(s) of Seller(s) Dealer No.		
	Printed Name(s) Address Dealership Name and Individual Signing for Dealer		
	I am aware of the above odometer certification made by the seller(s): Signature(s) of Buyer(s) Dealer No. Printed Name(s) of Buyer(s)		
LIEN	LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:		
	First lien in favor of: (Name of 1st lienholder) Carvana LLC		
	PO Box 29002 (Address)	Phoenix (City)	AZ 85038-9002 (State) (Zip Code)

Rev. 06/02

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State Authorized Distributors: Georgia Independent Automobile Dealers Assn. (Ph#) 800/442-6151

CARVANA\_00770



**LIMITED POWER OF ATTORNEY**Date: 7/16/19

I, Andrew J Okulski hereby name and appoint  
8630 Midland Ave Philadelphia PA 19136  
 (Name and Address of Purchaser)

(Name of Dealership Personnel)

of CARVANA LLC, 63 Pierce Rd Winder GA 30680  
 (Name and Address of Dealership)

or \_\_\_\_\_

or \_\_\_\_\_

of \_\_\_\_\_

to act for me, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my name and sign their name, in my behalf. My attorney-in-fact can also file for and collect any overpayment of fees and taxes from the state office to which said overpayment was remitted. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me in as sufficient a manner as I myself could do, were I personally present and signing the same.

With full power of substitution and revocation, I hereby ratify and confirm whatever my said attorney-in-fact may lawfully do or cause to be done in respect of registering or titling the below-referenced vehicle.

2017

(Vehicle Year)

Nissan

(Vehicle Make)

3N1CN7AP6HL849750

(Vehicle Identification Number)

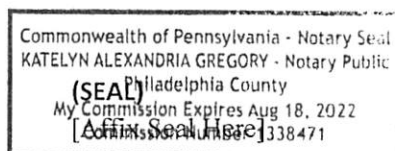


(Signature of Owner/Registrant/Grantor)

On this 16 day of July, 2019, before me personally  
 [Day] [Month] [Year]

appeared Andrew Okulski, whose identity was proven to me on the basis of satisfactory  
 [Name of Signer]

evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above document.



  
 Notary Public [Notary Public Signature]

**THIS FORM IS INVALID WITHOUT NOTARIZATION**

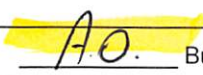
LPOA (Rev. 10/04/2013)

**CARVANA\_00771**





## Retail Purchase Agreement – Georgia –

<b>BUYER</b>		Andrew J Okulski		
<b>ADDRESS</b>		8630 MIDLAND AVE		
<b>CITY, STATE, ZIP</b>		PHILADELPHIA PA 19136		
<b>PHONE(S)</b>		RES. 2677997887	BUS.	
<b>VEHICLE BEING PURCHASED</b>				
<b>Year</b> 2017	<b>Make</b> Nissan	<b>Model</b> Versa	<b>Body</b> Sedan	
<b>Lic. Plate #</b>	<b>License Tab #</b>	<b>Expires</b>	<b>Mileage</b> 5361	<b>Color</b> Silver
<b>VIN #</b> 3N1CN7AP6HL849750				
Dealership provides an express limited warranty. Buyer has a copy of the limited warranty agreement. No other express or implied warranties are made by the Dealership and there will be no implied warranties of merchantability or fitness for a particular purpose unless required by applicable law. Seller does not have to make any repairs on this vehicle, except as required under the limited warranty and applicable state law. Buyer(s) may also have other rights that vary from state to state.				
Buyer(s) ("you") and Dealership ("we") agree that this Retail Purchase Agreement (this "Agreement") is governed by federal law and the law of the state of the Dealership Address listed above. We are agreeing to sell to you and you are agreeing to buy from us the Vehicle at our licensed dealership location shown above, subject to the terms and conditions of this Agreement. We agree to transfer to you and you agree to accept title and ownership of the Vehicle in the state of the Dealership Address listed above. When we transfer title and ownership of the Vehicle to you, you may take delivery of the Vehicle from us at our licensed dealership location shown above or you may make arrangements with us to have the Vehicle transported to another mutually agreed-upon location for your pick-up.				
<b>TRADE IN VEHICLE #1</b>				
<b>Year</b> N/A	<b>Make</b> N/A	<b>Model</b> N/A	<b>Body</b> N/A	
<b>Lic. Plate #</b> N/A	<b>License Tab #</b>	<b>Expires</b>	<b>Mileage</b> N/A	<b>Color</b> N/A
<b>VIN #</b> N/A				
<b>TRADE IN VEHICLE #2</b>				
<b>Year</b> N/A	<b>Make</b> N/A	<b>Model</b> N/A	<b>Body</b> N/A	
<b>Lic. Plate #</b> N/A	<b>License Tab #</b>	<b>Expires</b>	<b>Mileage</b> N/A	<b>Color</b> N/A
<b>VIN #</b> N/A				
 Buyer's Initials				

Date 07/16/19 Phone 1-800-333-4554  
 Dealership CARVANA, LLC  
 Address 63 PIERCE RD  
 City, State, Zip WINDER GA 30680-7280  
 Stock Number 2000295812

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**LA INFORMACION QUE VE ADHERIDA EN LA VENTANILLA FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN ELLA PREVALECE POR SOBRE TODA OTRA DISPOSICION INCLUIDA EN EL CONTRATO DE COMPRAVENTA.**

1	Selling price	\$12,900.00
2	TAVT/Sales Tax*	\$1,123.92
2a	PA Title & Registration Fee	\$145.43
3	Transit Charge	\$199.00
4	Vehicle Protection	\$950.00
5	Gap Coverage	\$695.00
6	<b>Subtotal</b> (Selling Price + Delivery Fee + Fees + Taxes)	<b>\$16,013.35</b>
7	Cash Down Payment	\$300.00
8	Total Down Payment (Cash Down Payment)	\$300.00
9	Balance Due (Subtotal - Total Down Payment)	\$15,713.35
<b>TOTAL BALANCE DUE</b> (BALANCE DUE + TRADE-IN BALANCE)		<b>\$15,713.35</b>
<b>FINANCE CHARGE</b> The dollar amount the credit will cost you  <b>\$ 9,392.18</b> If financed, interest charged on the principal amount. See Retail Installment Contract for more information.		

\*For GA customers, this value is TAVT. For customers outside of GA, this value is the sales tax due at registration.

**NOTICE TO THE BUYER(S):** THE PAYOFF BALANCE REFERRED TO IN ESTIMATED PAY-OFF AND THE FEES REFERRED TO IN THE ABOVE LINE ITEMS ARE ESTIMATES, AT THE TIME THE BALANCES AND FEES ARE VERIFIED AND CONTRACT DETERMINED, APPROPRIATE ADJUSTMENTS, IF NECESSARY, WILL BE MADE. ANY DIFFERENCE IN THE PAYOFF AMOUNT IS THE RESPONSIBILITY OF THE BUYER(S).

### Carvana Vehicle Return Program

We will give you the ability to return the Vehicle to Carvana and terminate this retail purchase agreement and any retail installment contract executed in connection herewith so long as:

1. You have not returned, exchanged, or swapped more than two (2) prior Vehicles to Carvana in connection with any Retail Purchase Agreements or Retail Installment Contracts associated with this transaction.
  - i. If you have returned, exchanged, or swapped two (2) prior Vehicles in connection with this transaction, you will be given a one-time opportunity to decline or accept the third and final Vehicle either during the delivery or pick-up appointment unless otherwise approved by Carvana.
2. You alert Carvana by phone, text, email, or chat prior to 8pm EST on the 7th calendar day after you take delivery of the Vehicle. The day your Vehicle is delivered, regardless of delivery time, will count as the first day of your seven (7) day test own;
3. You return the Vehicle in one of two ways:
  - i. Within a Carvana service area: you make the Vehicle available for pick up by a Carvana representative at a predetermined time and location the following business day. Cost of pickup will be paid by Carvana. Service area is designated by zip code and subject to change without prior notice.
  - ii. Outside of a Carvana service area: Carvana will arrange for transport of the Vehicle. The cost will be paid by you. Service area is designated by zip code and subject to change without prior notice.
4. The Vehicle is free of all liens and encumbrances other than the lien created in your favor by any applicable retail installment contract executed between you and Carvana;
5. The Vehicle is in the same condition you received it except for reasonable wear and tear (evidence of smoking in the Vehicle during the 7 Day Test Own is not considered reasonable wear and tear) and any mechanical problem that becomes evident after delivery that was not caused by you;
6. You have not driven it more than 400 miles;
7. The Vehicle is without damage or having been in an accident that occurred after you took delivery of the Vehicle;
8. If the Vehicle is driven more than 400 miles, at Carvana's election you will pay \$1.00 per mile for each mile the Vehicle was driven over 400 miles. If you return your Vehicle and had traded in a vehicle to us, we will return your trade to you only after you have paid all fees required for the return of the Vehicle. Required fees may not be paid by personal check. Required fees will be deducted from your down payment refund. If you paid your down payment via ACH transaction, we will pay you and/ or return your trade in by the earlier of (a) when you provide evidence that the ACH transaction was cleared, or (b) 15 business days after your purchase of the Vehicle. So long as you meet all conditions for return of the Vehicle outlined above, Carvana will not report this account to the credit bureaus.
9. Any Trade-In vehicles with current liens which are involved in this transaction will be paid off once sale is complete and after the test own period ends. You should continue to make payments on liens if payment is due within your test own period. The lien holder of the Trade-In vehicle will reimburse you for any over-payment after the transaction is complete.

**Trade in Representation and Warranty:** You represent and warrant that the trade-in described in the Buyer's order/Purchase Agreement, if any, has not been misrepresented and air pollution equipment is on the trade-in and is working, you will provide to us a Certificate of Title (or documents that allow us to obtain it), free of any lien(s) or encumbrance(s), (i.e. titling issues, child support or amounts due to government titling or registration agency,) and you have the right to sell the trade-in.

**General:** At time of delivery, or at any time during your 7 Day Test Own period, you may reject your vehicle and terminate your vehicle financing and purchase for any reason.

In certain states, dealers may not place any insignia that advertises the dealer's name on a vehicle unless the Buyer consents thereto in the purchase contract for such vehicle. Unless Buyer notifies dealer otherwise in writing, Buyer hereby expressly consents to the placement of Carvana's name on the vehicle's license plate cover. Buyer expressly waives any compensation for the placement of dealer's name on the vehicle.

**Default:** You will be in default if any of the following occurs (except as may be prohibited by law): 1. You gave us false or misleading information on carvana.com or on the telephone, via email or text message, in person, or any other communication medium in connection with the purchase of the Vehicle relating to this Agreement; 2. If we cannot verify any information that you have provided us; 3. If we discover a material adverse change in any information you provided us during our review process; 4. If you do not cooperate in the verification and review process described below; 5. You fail to keep any other agreement or promise you made in this Agreement and/or any retail installment contract executed in connection herewith.

**Assignment:** You may not assign your rights under this Agreement and/or any retail installment contract executed in connection herewith without our permission.



**After-sale Review and Verification Process:** The Vehicle sold to you is subject to an after-sale review and verification of the information you have provided to us. You agree to cooperate with the after-sale review and verification process.

**Limitation on Damages:** Unless prohibited by law, you shall not be entitled to recover from us any consequential, incidental or punitive damages, damages to property or damages for loss of use, loss of time, loss of profits, or income or any other similar damages. We are not liable for any failure or delay in delivering the vehicle to you if it is beyond our control, not our fault or we are not negligent.

**References:** To the extent you are financing your purchase with us, we may contact your employer or your references to verify the information you provided to us in connection with this Agreement.

**Odometer (mileage):** Each of your and our representations regarding odometer readings are subject to information provided by others, including government agencies. We each understand that this information is not always accurate. As permitted by applicable law, neither us is responsible for any inaccuracies in this information to the extent it is not the party's fault.

**Disclosure on Airbags:** We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the vehicle unless otherwise disclosed to you on the Carfax Vehicle History Report. You acknowledge that we have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and you accept the vehicle without representation or warranty from us. You further acknowledge that you had the opportunity to have the airbag(s) checked by someone of your choice prior to the expiration of your 7 Day Test Own Period.

**Liability Insurance:** You understand that state law requires you to purchase and maintain liability insurance. We do not provide liability insurance for you and it is not included in your Agreement. Your choice of insurance providers will not affect our decision to sell you the vehicle.

**Record Retention:** You agree that we may maintain documents and records related to the vehicle and the Agreement electronically, including, but not limited to, documents and record images, and that we may dispose of original documents. You agree that a copy of any such electronic records may be used and shall be deemed to be the same as an original in any arbitration, judicial, or non-judicial or regulatory proceeding related to the vehicle.

**Arbitration Agreement:** The arbitration agreement entered into between you and Dealer is incorporated by reference into and is part of this Agreement.

**NOTICE:** Carvana, LLC allows you to finance applicable sales/use taxes assessed on ancillary products (vehicle service contract, GPS, GAP Coverage). Whether you finance your vehicle purchase or pay cash, if your vehicle is registered in the state where you purchased your vehicle, Carvana will remit the applicable sales/use tax on ancillary products to that state on your behalf. Unless required by state law, if your vehicle is registered in a state that is not the state where you purchased the vehicle, Carvana will not collect or remit to the state of vehicle registration any applicable sales/use tax on ancillary products on your behalf unless you live in Kansas, Louisiana, or Pennsylvania.

Buyer acknowledges receipt of a copy of this Agreement. This agreement supersedes any oral agreements or understandings. The agreement cannot be modified except by a written agreement signed by all of the parties. This agreement is not binding until accepted by an authorized representative of Carvana.

Buyer

  
\_\_\_\_\_  
Andrew J Okulski

Accepted By

  
\_\_\_\_\_  
Carvana





**pennsylvania**  
DEPARTMENT OF TRANSPORTATION  
www.dmv.pa.gov

# APPLICATION FOR CORRECTION OF VEHICLE RECORD OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER

For Department Use Only  
Bureau of Motor Vehicles • Harrisburg, PA 17106-8283

## SEE INFORMATION ON REVERSE

Title Number	Registration Plate Number	Is lienholder an ELT Participant? <input type="checkbox"/> YES <input type="checkbox"/> NO	Financial Institution Number
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### CHECK (✓) APPLICABLE BLOCK BELOW

- ☒ Correction or Verification of Vehicle Identification Number - Complete Sections A, B and F.
- ☐ Application for State Replacement Vehicle Identification Number Plate/Decal - Complete Sections A, C (MUST be completed by a Police Officer) and F.
- ☐ Correction of Body Type, Number of Axles, or Other Corrections to the Vehicle Title or Registration Data - Complete Sections A, D and F. (If the vehicle has been modified, such as the addition or removal of axles, or you are requesting a change to the manufacturer weight specifications, Form MV-426B must be completed.)
- ☐ Verification of Gross Vehicle Weight Rating (GVWR) or Gross Combination Weight Rating (GCWR) by Inspection Mechanic Only - Complete Sections A, E and F.

### A VEHICLE OWNER INFORMATION

Last Name (or Full Business Name)	First Name	Middle Name	PA DL/Photo ID# or Bus. ID#	Date of Birth
Okulski	Andrew	J	27690715	10/07/1984
Co-Owner Last Name	First Name	Middle Name	PA DL/Photo ID#	Date of Birth
Current Street Address	City	State	Zip Code	
8630 Midland Ave	Philadelphia	PA	19136	

Please use the "County Codes" listing found on the back of this application and list the numerical code for your county of residence.

County Code

511

### B CORRECTION OR VERIFICATION OF VEHICLE IDENTIFICATION NUMBER

To be used only to correct typographical error of one digit, transposition of two digits, or if engine number has been erroneously recorded as the VIN OR for the purpose of VIN verification.

ATTACH TRACING HERE OR HAVE AUTHORIZED NOTARY PUBLIC  
EMPLOYED BY A FULL AGENT OR MOTOR VEHICLE DEALER, OR  
INSPECTION MECHANIC COMPLETE THE VERIFICATION  
INFORMATION BELOW.

Record Correct VIN 3N1CN7AP6HL849750

Signature of Notary Public or Inspection Mechanic

DIN/Mechanic #

1101591939

### C APPLICATION FOR STATE REPLACEMENT VIN PLATE

Original Vehicle Identification Number (if known)

Reason for Replacement of VIN Plate:

- ☐ Lost ☐ Stolen ☐ Defaced ☐ Never Received  
☐ Other (Please Explain) \_\_\_\_\_

### VERIFICATION BY POLICE OFFICER (Local or State Police)

Signature of Police Officer	Badge Number
Department Name	Telephone Number

### D VEHICLE DATA THAT REQUIRES CORRECTION - Check only the block(s) and list the information that needs correcting due to an error in the title application or to a change in the use of the vehicle.

<input type="checkbox"/> Make of Vehicle Correct to:	<input type="checkbox"/> Body Type Correct to:	<input type="checkbox"/> Year Correct to:	<input type="checkbox"/> Seating Capacity Correct to:	<input type="checkbox"/> Unladen Weight Correct to:
<input type="checkbox"/> Odometer - See Instructions on Reverse side Correct to:	<input type="checkbox"/> Registered Gross Vehicle Weight Correct to:	<input type="checkbox"/> Registered Gross Combination Weight Correct to:	<input type="checkbox"/> Other Correct to:	

### E VERIFICATION OF WEIGHT RATING - Inspection Mechanic Only

GVWR GCWR

Signature of Inspection Mechanic

Inspection Mechanic Number

☐ No. of Axles  
Correct to:

Was additional axle installed?

☐ YES ☐ NO

NOTE: If additional axle was added, Form MV-426B must be completed.

### F CERTIFICATION

I/We hereby certify under penalty of law that ALL information is TRUE and CORRECT and that I/we understand that any misstatement of fact is a misdemeanor of the third degree punishable by a fine up to \$2,500 and/or imprisonment up to one year (18 Pa.C.S. Section 4904(b)).

Signature of Owner or Authorized Person

Date

7/16/19

Signature of Co-Owner or Title of Authorized Person

Applicant's Telephone Number

( )

CARVANA\_00779

**NON-LEASED VEHICLES  
ODOMETER DISCLOSURE STATEMENT**

Federal and state law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CARVANA, LLC state the odometer now reads 5362 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

Check one box only:

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.  
WARNING - ODOMETER DISCREPANCY.

MAKE	Nissan	MODEL	Versa	BODY TYPE	Sedan
VIN	3N1CN7AP6HL849750			YEAR	2017

Transferor's Signature

Printed Name

Transferor's Address

Katuperey  
Katuperey - CARVANA, LLC  
63 Pierce Rd Winder GA 30680

Date of Statement

Transferee's Signature

Printed Name

Transferee's Address

7/16/19  
Andrew J Okulski  
8630 Midland Ave Philadelphia PA 19136